

EXHIBIT A

From: "Ryan Rodriguez" <RRodriguez@mpegla.com>
To: "Laura Majerus" <lmajerus@google.com>
Subject: RE: AVC payment received - Google Inc. (Thread:14698)
Received(Date): Tue, 11 May 2010 07:47:49 -0600
Google AVC Affiliate Letter 11May2010.doc

Hi, Laura.

For your review, I have attached a draft of the Affiliate letter for Google's AVC License. If the letter is acceptable to you, I will prepare a copy on MPEG LA letterhead and send it to you for Google's records.

I look forward to hearing from you again soon.

Best regards,

Ryan

Ryan M. Rodriguez
Licensing Associate
5425 Wisconsin Avenue
Suite 801
Chevy Chase, MD 20815
USA
Telephone: +1 301 986 6660 x211
Fax: +1 301 986 8575
Email: rrodriguez@mpegla.com

-----Original Message-----

From: Ryan Rodriguez
Sent: Thursday, April 15, 2010 2:31 PM
To: 'Laura Majerus'
Subject: RE: AVC payment received - Google Inc. (Thread:14698)

Hi, Laura.

Thank you for your call. It was good speaking with you again.

As discussed, the Affiliate letter for Google's AVC License is still being reviewed. We expect the review to be completed shortly and I will send it to you for your review at that time.

In the meantime, if I may be of any assistance, just let me know.

Best regards,

Ryan

Ryan M. Rodriguez
Licensing Associate
5425 Wisconsin Avenue
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-----Original Message-----

From: Laura Majerus [mailto:lmajerus@google.com]
Sent: Friday, March 26, 2010 10:35 AM
To: Royalty Statements
Cc: Katharine Wang; Ryan Rodriguez
Subject: Re: AVC payment received - Google Inc. (Thread:14698)

+Ryan Rodriguez of MPEG-LA
Dear Rachel,

Your understanding is correct. Per our previous conversations and our previous written correspondence, Google has elected the AVC Enterprise License for both 2009 and 2010. We are still in negotiations with Mr Harkness concerning a sideletter explicitly listing the Google affiliates covered under our 2009 and 2010 AVC Enterprise Licenses. Note that we were expecting a first draft of this sideletter from Mr. Harkness early last week. As the March 31st payment date for the 2010 Enterprise License is approaching, we decided to pay the Enterprise License fee even though the sideletter is still being negotiated.

It is my understanding that we are relieved of reporting requirements for the AVC License pursuant to our Enterprise Licenses, both for Google and for affiliates covered by the sideletter.

Laura Majerus

On Fri, Mar 26, 2010 at 6:56 AM, MPEG LA Royalty Services
<RoyaltyStatements@mpegla.com> wrote:

> Dear Laura,
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>
>
> On behalf of MPEG LA, I would like to thank Google for the royalty payment
> in the amount of \$5,000,000.00 received on 25-Mar-10. I understand from our
> phone conversation that the payment received on 01-Mar-10 is for the 2009
> AVC Enterprise License and the payment received the 25th is for the 2010 AVC
> Enterprise License.
>
>
>
> Please confirm that this is correct (and that Google elected the AVC
> Enterprise License for 2009).
>
>
>
> Thank you and regards,
>
>
>
> Rachel Bowman
>
> Royalty Services
>

> MPEG LA, LLC
>
> 303-331-1880 Ext. 138
>
> FAX 303-331-1879
>
> <mailto:RoyaltyStatements@mpegla.com> RoyaltyStatements@mpegla.com
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Laura Majerus
Patent Counsel
Google Inc.
650-253-0048

Via FedEx

May 11, 2010

Ms. Laura Majerus
Patent Counsel
Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Dear Ms. Majerus,

In connection with the AVC Patent Portfolio License ("AVC License") concluded by Google, Inc. ("Google"), MPEG LA, LLC ("MPEG LA") is pleased to provide the following understanding:

While the AVC License does not contain a term under which all Affiliates of Google may receive coverage under Google's AVC License, and each Affiliate may take its own AVC License in its own name, Google desires to include its Affiliates in its license grant pursuant to the AVC License.

In addition, Google warrants and represents that it has the authority to bind any and all of its Affiliates to the conditions and terms of its AVC License.

Therefore, Google and MPEG LA agree to the following:

1. Google will submit to MPEG LA a list of Affiliate(s), each a Legal Entity that it wishes to include in its license grant under the AVC License. Such entities will hereinafter be referred to as "Covered Affiliates." Covered Affiliates will be listed in Attachment A to this Agreement and may be updated from time to time if Google provides written notice of its desire to include or remove Affiliates and MPEG LA consents to such inclusion (manifested by the listing of the Affiliate(s) in the updated Attachment A, which will be sent to Google).
2. Each Covered Affiliate shall be bound by the terms and conditions of the AVC License as if it were named as a Licensee to the AVC License. Any and all royalties associated to the activities of Google and each Covered Affiliate(s) will be paid by Google, and Google shall pay any and all amounts in accordance with the AVC License. Except for the foregoing, nothing in this Attachment shall change any obligations and rights, including without limitation, the maximum annual royalties payable by an Enterprise per Calendar Year under the AVC License ("Enterprise Caps").
3. Google guarantees performance of all duties and obligations of its Covered Affiliate(s) under the AVC License. If any Covered Affiliate(s) breaches or does not perform a duty or obligation under the AVC License, Google shall immediately cure such breach or perform such duty or obligation, and Google agrees that MPEG LA shall have the right to proceed directly against Google for such breach or non-performance.

4. If Google chooses to elect the Enterprise License under Section 2.7 of the AVC License, all Affiliates of Google which are i.) Licensees to their own AVC License, or ii.) Covered Affiliates under this Agreement, shall be covered under the Enterprise License if identified in writing to MPEG LA by Licensee.
5. In the event that Google pays the Enterprise Cap for either (i) AVC Products or (ii) AVC Video for a particular Calendar Year, and after the payment of the Enterprise Cap Google acquires a Legal Entity which Sold AVC Products or AVC Video prior to Google's acquisition, and the Legal Entity was not an AVC Licensee with MPEG LA or otherwise was licensed under all AVC Essential Patents in the AVC Patent Portfolio, Google will pay the applicable royalties for such historic AVC Products or AVC Video Sold by the newly acquired Legal Entity as if the Legal Entity was not a part of Google's Enterprise. Any AVC Products or AVC Video Sold going forward from the date Google acquired the Legal Entity would fall under Google's Enterprise Cap.
6. All capitalized terms used in this Agreement shall have the same meaning as in the AVC License.
7. This letter shall be considered an "attachment" as that term is used in Section 8.18.1 of the AVC License.

Date:

By:

MPEG LA, LLC

Date:

By:

Google, Inc.

**FILED UNDER
SEAL**

EXHIBIT B

**FILED UNDER
SEAL**

EXHIBIT C

**FILED UNDER
SEAL**

EXHIBIT D

**FILED UNDER
SEAL**

EXHIBIT E

**FILED UNDER
SEAL**

EXHIBIT F